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LATHROP & GAGE^{LLP}

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November 24, 2009

VIA FEDEX AND FACSIMILE

Mr. Robert Schultz
Schultz & Associates LLP
640 Cepi Drive, Suite A
Chesterfield, Missouri 63005-1221

Re: PCB Contamination at Former Rogers Cartage Facility

Dear Mr. Schultz:

My client, ConocoPhillips Pipe Line Company, has received the enclosed General Notice from the United States Environmental Protection Agency regarding PCB contamination resulting from Rogers Cartage's operations at its former facility located on Cargill Road in Cahokia, Illinois. The Notice was also directed to Rogers Cartage Company and its parent, Tankstar, Inc. By our calculation, a response is due December 4, 2009.

As we have discussed, Rogers Cartage is liable for the contamination of the property it previously leased from my client, and is responsible for remediating the impacted property in accordance with state and federal law. Please confirm by no later than December 1 that Rogers Cartage and/or Tankstar will undertake the remediation without further expense to ConocoPhillips.

Sincerely,

LATHROP & GAGE^{LLP}

By:

James F. Thompson

DF:jft

Enclosure (by FedEx only)

cc: Michelle Larson, Esq. (via FedEx, with encl.)

LEASE

THIS INDENTURE, made this 7th day of March, 1960, between PHILLIPS PIPE LINE COMPANY, a Delaware corporation having an operating office in Bartlesville, Oklahoma, Party of the First Part, hereinafter called Lessor, and ROGERS CARTAGE COMPANY, an Illinois corporation having an operating office in Chicago, Illinois, Party of the Second Part, hereinafter called Lessee, WITNESSETH:

1. In consideration of the rent hereinafter reserved and Lessee's covenants hereinafter contained, Lessor hereby demises and leases unto Lessee those certain premises situated in St. Clair County, State of Illinois, described as follows:

A tract of land containing 5.0 acres, more or less, located in the village of Cahokia, St. Clair County, Illinois, and being part of a parcel of land known as parcel "A" conveyed to Phillips Pipe Line Company by Frederick Fitzman and Charles E. Richardson, trustees, by deed dated August 15, 1930, recorded in Volume 760, page 426 of the Deed Records of St. Clair County, Illinois, which five-acre tract of land is more particularly described as follows:

Beginning at a point in the Southerly line of Parcel "A" S 42°-14'-45" E 1716' from the Southwestern corner thereof;

Thence with the Southerly line of said Parcel "A" S 42°-14'-45" E 472';

Thence N 47°-45'-15" E 314.5' to a point in the Southerly line of a pipe lane;

Thence with the Southerly line of said pipe lane N 30°-20'-45" W 708.8' to a point at which the said pipe lane turns northward;

Thence with the Southerly extension of the Westerly line of said pipe lane S 22°-04'-15" W 511.2' to the point of beginning.

To have and to hold the said premises for and during the term of ten (10) years beginning on May 1, 1960, and ending on April 30, 1970.

Yielding and paying therefor rent at the rate of one hundred dollars (\$100.00) per month payable monthly in advance on the first day of each and every month of said term, said rent being payable at the office of

Lessor at Bartlesville, Oklahoma.

2. Lessee covenants with Lessor as follows:

(a) Lessee shall pay to Lessor the reserved rent at the times and in the manner aforesaid.

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(b) Lessee shall, at its own cost and expense, erect and maintain upon the premises hereby leased a garage building and office, and shall indemnify and hold Lessor harmless against and from all mechanics' and materialmen's liens and other liens which may arise or be created in or about the erection and maintenance of said buildings; and upon the expiration or termination of this lease for any cause, Lessee shall immediately remove said buildings from the premises hereby leased and fill all holes and remove all debris and restore said premises to the same condition as they were just before said buildings were erected.

(c) Lessee shall bear, pay and discharge all taxes, assessments and burdens whatsoever assessed, charged or imposed by federal, state, city, village or any other public authority upon the buildings and improvements erected on said premises by Lessee (it being understood and agreed that Lessor shall pay ad valorem taxes on the land exclusive of improvements).

(d) Lessee shall use the premises hereby leased solely as a site for its garage building and office and for no other purpose.

(e) Lessee shall not permit the leased premises or any improvements thereon to become at any time subject to any lien, charge or encumbrance whatsoever and shall keep Lessor indemnified against all such liens, charges and encumbrances.

(f) Lessee shall not assign this lease nor sublet the premises or any portion thereof without the prior written consent of Lessor.

(g) Lessee shall keep its garage building and office and all other property of Lessee on the leased premises insured against loss or damage by fire and extended coverage for their full insurable value in reputable stock insurance companies; and such insurance policies shall contain clauses prohibiting any right of subrogation by the insurance company against Lessor.

(h) It is recognized by Lessee that Lessor is operating and will continue to operate a petroleum products pipe line terminal adjacent to the premises hereby leased and, therefore, Lessee hereby assumes all risks in

the premises hereby leased and, therefore, Lessee hereby assumes all risks in that connection and hereby releases and forever discharges Lessor of and from all loss, damage or injury of any kind or character to property or personnel of Lessee arising in any manner from the operations by Lessor of its said petroleum products pipe line terminal.

(i) Lessee shall permit Lessor and its duly authorized employees at all reasonable times to enter upon the leased premises to view the condition of the premises and improvements thereon.

(j) Lessee shall not make or suffer any use or occupancy of the leased premises contrary to any law or ordinance now or hereafter enforced.

(k) Lessee shall, at the expiration or termination of this lease, yield up the leased premises to Lessor in condition in accordance with the covenants hereinabove contained.

3. Lessor covenants with Lessee that said Lessee, on paying the rent and performing the covenants on its part, shall and may peaceably and quietly have, hold, and enjoy the leased premises during the term aforesaid; provided, always, and it is expressly agreed, that if the rent hereby reserved shall be unpaid for ten (10) days after becoming payable, whether formally demanded or not, or if any covenant on the part of Lessee herein contained shall not be performed or observed, then and in any of said events it shall be lawful for Lessor at any time to re-enter upon the leased premises and thereupon this lease shall absolutely terminate, but without prejudice to the right of action of Lessor in respect of any of the covenants of Lessee herein contained. No waiver by Lessor of any covenant hereunder shall be a waiver of any succeeding breach of the same covenant.

4. The covenants, stipulations and conditions herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

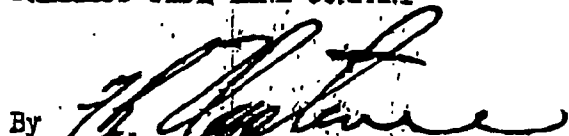
IN WITNESS WHEREOF the parties have duly executed this lease as of the day and year first above written.

Attest:

PHILLIPS PIPE LINE COMPANY


Assistant Secretary

By


Vice President

WAB

Assistant Secretary

Vice President

Lessor

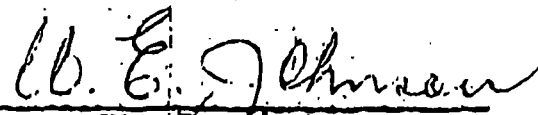
Attest:

ROGERS CARTAGE COMPANY



Assistant Secretary

By



Vice President

Lessee

STATE OF OKLAHOMA)
) SS.
COUNTY OF WASHINGTON)

I, K. L. Meadows, a Notary Public in and for the State of Oklahoma, residing at Bartlesville, Washington County, Oklahoma, do hereby certify that J. B. McJannet, personally known to me to be the Vice President of Phillips Pipe Line Company, a Delaware corporation, and R. E. Arnold, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of

April, 1960.

K. L. Meadows
Notary Public in and for the
State of Oklahoma

My commission expires:

My Commission Expires Aug. 21, 1963

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Jack H. Damm, a Notary Public in and for Cook County, Illinois, do hereby certify that W E Johnson, personally known to me to be the Vice President of Rogers Cartage Company, an Illinois corporation, and Dora E Peterson, personally known to me to be the ~~Assistant~~ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and ~~Assistant~~ Secretary, they signed and delivered the said instrument as Vice President and ~~Assistant~~ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of March, 1960.

Jack H. Damm
Notary Public, Cook County, Illinois

My commission expires:
April 8, 1962

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